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UNITED STATES
BANKRUPTCY COURT
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re

WASHINGTON GROUP
INTERNATIONAL, INC., et al.,
Debtors.

Case No. BK-N-
(Chapter 11)

**STIPULATION AND ORDER
AUTHORIZING AND RESTRICTING
USE OF CASH COLLATERAL AND
GRANTING ADEQUATE PROTECTION
PURSUANT TO SECTIONS 361, 363,
364, 506, AND 552 OF THE
BANKRUPTCY CODE**

Hearing Date: May 14, 2001
Hearing Time: 1:00 p.m.

_____ /

Washington Group International, Inc. ("WGI"), and each
of the above-captioned debtors and debtors in possession (the
"Subsidiaries"), as debtors and debtors in possession

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(collectively, the "Debtors"), and Credit Suisse First Boston ("CSFB"), as Administrative and Collateral Agent for the Lenders and Issuing Banks (collectively, the "Prepetition Secured Lenders"), do hereby stipulate as follows:

RECITALS

A. On May 14, 2001 (the "Commencement Date"), each of the Debtors commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") by filing a voluntary petition for relief with the United States Bankruptcy Court for the District of Nevada, Reno Division (the "Bankruptcy Court"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. As of the date hereof, no statutory committee has been appointed in the Debtors' chapter 11 cases.

C. Prior to the Commencement Date, pursuant to that certain Prepetition Credit Agreement, dated as of July 7, 2000, by and among WGI, as borrower, CSFB, as Administrative and Collateral Agent (the "Prepetition Agent"), and the Prepetition Secured Lenders, (the "Prepetition Credit Agreement")¹, a copy of which is annexed hereto as Exhibit "A," the Prepetition Secured Lenders made loans and other financial accommodations to WGI and certain of its direct and indirect subsidiaries. As of the Commencement Date, WGI and

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Prepetition Credit Agreement.

the Debtors that are guarantors under the Prepetition Credit Agreement (the "Prepetition Loan Guarantors")² were obligated and indebted to the Prepetition Secured Lenders under the Prepetition Credit Agreement in the aggregate amount of \$703,000,000 as follows: (i) in the principal amount of \$400,000,000 in respect of Term Loans, together with accrued and unpaid interest thereon, and (ii) in the principal amount of \$303,000,000 in respect of L/C Exposure, together with accrued and unpaid interest thereon.

D. As of the Commencement Date, WGI and the Prepetition Loan Guarantors were also obligated and indebted to the Prepetition Secured Lenders for certain costs, expenses, and fees under the Prepetition Credit Agreement and related documents (the "Prepetition Secured Lenders' Costs"), including, without limitation, the costs and expenses resulting from WGI's and the Prepetition Loan Guarantors' default of their obligations under the Prepetition Credit Agreement. The Term Loan Advances, the Letter of Credit Advances, the Prepetition Secured Lenders' Costs, together with accrued and unpaid interest as of the Commencement Date are hereinafter referred to as the "Prepetition Secured Indebtedness."

² Foreign entities, non-wholly owned subsidiaries, joint ventures and certain wholly-owned domestic subsidiaries whose asset value was determined to be de minimis, are not Prepetition Loan Guarantors.

E. To secure the Prepetition Secured Indebtedness, WGI and the other Prepetition Loan Guarantors granted to the Collateral Agent (as defined in the Prepetition Credit Agreement), on behalf of and for the benefit of the Prepetition Agent and the Prepetition Secured Lenders, pursuant to various security agreements, pledge agreements and other agreements, pledges, liens and security interests (collectively, "Liens") in substantially³ all of the value of

³The Prepetition Liens granted under the Prepetition Financing Documents were subject to certain exceptions, which are as follows:

(a) The Security Agreement stated: "provided that, to the extent that the grant by any Grantor of a security interest pursuant to this Agreement in its right, title, and interest in (i) any asset of such Grantor would violate any applicable law or, in the good faith judgment of the Administrative Agent, in consultation with the Borrower, the expense, tax or regulatory consequences or difficulty of obtaining such security interest would not, in light of the benefits to accrue to the Lenders, justify such grant or (ii) any contracts or any General Intangibles or Copyright Licenses, Patent Licenses or Trademark Licenses arising under such contracts is prohibited by such contracts without the consent of any other party thereto or would give any other party to such contracts the right to terminate its obligations thereunder or is permitted with consent if all necessary consents to such grant of a security interest have not been obtained from other parties thereto (it being understood that the foregoing shall not obligate such Grantor to obtain such consents), then, in the case of either clause (i) or clause (ii), a security interest in such right, title and interest shall not be granted pursuant to this Agreement; provided further that the limitation in the proceeding clause (ii) shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Account or any money or other amounts due or to become due under any contracts."

(b) The Pledge Agreement provided that: "Pledge Equity Interests and Rights shall not include (i) Equity Interests

their personal property, assets, causes of action, and rights wherever located, then owned or thereafter acquired or arising, and the proceeds, products, rents and profits of all of the foregoing (all of the foregoing collateral generally described above, together with all of the proceeds, products, rents and profits thereof shall be referred to herein collectively as the "Prepetition Collateral" and such Liens shall be referred to herein as the "Prepetition Liens").

F. Without prejudice to the rights of any other party, the Debtors acknowledge and agree that substantially all of the Prepetition Liens constitute valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code) and perfected first priority Liens subject only to prior Liens described in or otherwise permitted by the Prepetition Credit Agreement,

in any inactive Subsidiary that does not own any significant assets, (ii) any Equity Interests or Rights in any Person, not wholly owned (directly or indirectly) by the Borrower, the pledge of which is prohibited by any applicable joint venture agreement, equityholders' agreement or the like entered into with another Person holding any Equity Interest or Rights in such Person or by any applicable law, (iii) more than 65% of the issued and outstanding shares of voting stock of any Foreign Subsidiary if adverse tax consequences would arise from a pledge of a greater percentage of such voting stock, (iv) to the extent that applicable law requires that a Subsidiary of such Pledgor issue directors' qualifying shares, such qualifying shares and (v) any other Equity Interests or Rights if, in the good faith judgment of the Administrative Agent and evidenced in writing, in consultation with the Borrower, the expense, tax or regulatory consequences or difficulty of obtaining a security interest in such Equity Interests or Rights would not, in light of the benefits to accrue to the Lenders, justify taking such action."

and are not subject to avoidance or subordination (except insofar as such Liens are subordinated to the Adequate Protection Liens (as hereinafter defined), the Postpetition Liens and the Carveout (each as defined in the Motion For Interim Order Authorizing Debtors In Possession To Enter Into Postpetition Credit Agreement and Obtain Postpetition Financing Pursuant To Sections 363 and 364 of the Bankruptcy Code, and Granting Liens, Security Interests and Superpriority Claims, filed in this Court on May 14, 2001 (the "Interim Order")) in accordance with the provisions of this Order) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors acknowledge and agree that the Prepetition Secured Indebtedness constitutes legal, valid and binding obligations of WGI and the Prepetition Loan Guarantors, enforceable in accordance with its terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), no offsets, defenses or counterclaims to the Prepetition Secured Indebtedness exist, and no portion of the Prepetition Secured Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

G. The Debtors require the use of the Prepetition Secured Lenders' Prepetition Collateral and the cash and cash equivalent proceeds from the Prepetition Collateral (the "Cash Collateral") for the maintenance and preservation of the Debtors' property, for the operation of their businesses in

the ordinary course, and for payment of the expenses attendant thereto. There is an emergency need to use such Cash Collateral immediately to avoid irreparable harm to the Debtors' estates pending a final hearing, as authorized by Fed. R. Bankr. P. 4001(b)(2).

H. The Prepetition Secured Lenders are willing to consent to the limited use by the Debtors of the Cash Collateral, but only upon the terms and conditions of this Stipulation and Order, including, without limitation, the requirements of the budgetary process set forth herein.

I. The Prepetition Secured Lenders have also made a good faith request for adequate protection of their interests in the Prepetition Collateral. Pursuant to the Bankruptcy Code and in light of the foregoing, the Debtors are required to provide adequate protection to the Prepetition Agent and the Prepetition Secured Lenders in respect of their use of the Prepetition Collateral, the decline in value thereof and their granting of the priming Postpetition Liens. The treatment requested by the Debtors for the Prepetition Secured Lenders and provided by this Order will minimize disputes and litigation over collateral values, priming, use of Cash Collateral, and the need to segregate the Prepetition Collateral and the proceeds thereof from the Postpetition Collateral (as defined in the Interim Order) and the proceeds thereof.

J. Based on the foregoing, the Prepetition Agent and

Prepetition Secured Lenders are willing to allow the Debtors to use the Cash Collateral as described herein, subject to the terms and conditions set forth herein and the provisions of this Stipulation and Order assuring that the Adequate Protection Liens and other protections granted pursuant to this Stipulation and Order will not be affected by any subsequent reversal or modification of this Stipulation and Order or any other order, as provided in section 364(e) of the Bankruptcy Code, which is applicable to the use of Cash Collateral and the Adequate Protection Liens contemplated by this Stipulation and Order. The Prepetition Agent and each of the Prepetition Secured Lenders has acted in good faith in consenting to and in agreeing to provide the Debtors' use of funds and Cash Collateral contemplated by this Stipulation and Order and the reliance of the Prepetition Agent and each of the Prepetition Secured Lenders on the assurances referred to above is in good faith.

K. Notice of (i) the Interim Hearing on the motion, dated May 14, 2001, the Debtors for the entry of an Order authorizing the Debtors to, inter alia, obtain postpetition financing pursuant to sections 363(c), 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by entering into that certain Secured Super-Priority Debtor in Possession Revolving Credit Facility, dated as of May 14, 2001, and (ii) this Stipulation and Order, has been provided (by hand, telecopy, overnight mail or courier) to counsel to the

Prepetition Secured Lenders, the United States Trustee, and the holder of the twenty largest unsecured claims against the Debtors. In view of the urgency of the relief requested, such notice constitutes sufficient and adequate notice under Bankruptcy Rule 4001 and no other notice need be given.

L. The terms and conditions of the Debtors' use of funds and Cash Collateral are fair and reasonable under the circumstances and were negotiated in good faith at arm's length.

M. There is good cause, and it is in the best interests of the Debtors' estates and their creditors, that the Debtors be authorized to use the Cash Collateral, pursuant to the terms of and conditions of this Stipulation and Order.

N. The Debtors intend to enter into a separate agreement with certain banks and financial institutions (the "Postpetition Lenders") for a Postpetition Secured Super-Priority Debtor In Possession Revolving Credit Facility (the "Postpetition Credit Agreement"), a copy of which is annexed as Exhibit "A" to the Interim Order, which agreement grants liens and security interests to agent thereunder for the benefit of the Postpetition Lenders, that are senior in priority to the Prepetition Liens (the "Postpetition Liens").

O. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, without in any way admitting or suggesting that the interests of the Prepetition Secured Lenders are adequately protected, by and among the Debtors, the Prepetition Agent, and the Prepetition Secured Lenders, as follows:

1. The Debtors shall not use Cash Collateral, except as authorized and permitted herein.

2. All Cash Collateral existing at the Commencement Date shall remain in or be transferred to the Debtors' concentration account with Bank of America into which substantially all receivables are collected via lockbox accounts, wire transfers, deposits or ACH payments.

3. Without prejudice to the rights of any other party, the Debtors acknowledge and agree that substantially all of the Prepetition Liens constitute valid, binding, enforceable (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362) and perfected first priority Liens subject only to prior Liens described in or otherwise permitted by the Prepetition Credit Agreement, and are not subject to avoidance or subordination (except insofar as such Liens are subordinated to the Postpetition Liens, the Adequate Protection Liens (as defined below) and the Carveout) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors acknowledge and agree that the Prepetition Indebtedness and the guarantees thereof by the Prepetition Loan Guarantors (the ~~Guarantees~~) constitute legal, valid and

binding obligations of WGI and the Prepetition Loan Guarantors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362), no offsets, defenses or counterclaims to the Prepetition Indebtedness or Guarantees exists, and no portion of the Prepetition Indebtedness or Guarantees is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

4. The Debtors shall furnish to the Prepetition Secured Lenders the Interim Budget and the Final Budget (collectively, the "Budget") on the same terms and conditions as required by the lenders under the Postpetition Credit Agreement (the "Postpetition Lenders").

5. As adequate protection for, and to the extent of, any diminution in the value of the Prepetition Collateral resulting from (i) the priming granted in the Interim Order and the Postpetition Credit Agreement pursuant to Bankruptcy Code § 364(d), (ii) the use of the Cash Collateral pursuant to § 363(c), (iii) the use, sale or lease of the Prepetition Collateral (other than the Cash Collateral) pursuant to Bankruptcy Code § 363(c), and (iv) the imposition of the automatic stay pursuant to Bankruptcy Code § 362(a):

a. the Prepetition Agent is hereby granted, for the sole benefit of itself and the Prepetition Secured Lenders, valid, binding, enforceable and perfected, replacement and additional Liens (the "Adequate Protection Liens") in all Postpetition Collateral (including actions for preferences, fraudulent conveyances, and other avoidance power claims and any recoveries under sections 506(c), 542,

544, 545, 547, 548, 549, 550, 552(b) and 553 of the Bankruptcy Code) to secure the Prepetition Secured Indebtedness. The Adequate Protection Liens shall be allocated pro rata to the Prepetition Indebtedness. The Adequate Protection Liens are (a) subject only to (i) the Postpetition Liens, (ii) the Carveout, and (iii) any validly perfected liens that remain senior (after giving effect to the orders approving the Postpetition Liens) to the Postpetition Liens and (b) senior and superior pursuant to section 364(d) of the Bankruptcy Code to the Prepetition Liens;

b. the Prepetition Agent for the ratable benefit of the Prepetition Secured Lenders shall be and hereby is granted, pursuant to Bankruptcy Code § 364(c)(1) and in lieu of Bankruptcy Code § 507(b), claims with priority over any and all administrative expenses of the kinds specified in sections 503(b) or 507(b) of the Bankruptcy Code, junior only to (x) the Superpriority claims granted to the Postpetition Lenders and (y) the Carveout;

c. consistent with section 552 of the Bankruptcy Code, proceeds, products, rents, and profits of the Prepetition Collateral, and all property and assets of the Debtors which are of the same type or nature as the Prepetition Collateral, coming into existence or acquired by the Debtors on or after the Commencement Date (including, without limitation, all accounts receivable and inventory generated after the Commencement Date) are hereby deemed to be Prepetition Collateral, subject to the prepetition mortgages, security interests, and collateral documents for the Prepetition Secured Lenders, subject to the provisions contained in the Prepetition Credit Agreement and related documents;

d. the Debtors will not engage in any asset sales outside the ordinary course of business, or seek approval thereof by this Court, without first obtaining the approval (an "Approved Asset Sale") of the Required Prepetition Secured Lenders, as defined in the Prepetition Credit Agreement (the "Required Prepetition Secured Lenders"). To the extent that any Approved Asset Sale yields proceeds that exceed the amount owed by the Debtors pursuant to the Postpetition Credit Agreement (the "Excess Proceeds"), the Debtors shall immediately pay such Excess Proceeds to the Prepetition Secured Lenders; and

e. the Debtors will not use Cash Collateral with respect to any payments to the Debtors' directors, officers, employees and agents in connection with any retention agreements, retention bonuses, stay bonuses or severance

agreements that have not been disclosed to the professionals for the Prepetition Secured Lenders prior to the Commencement Date, except as consistent with the Budget and approved by a final order of the Court.

2. The liens and security interests granted to the Prepetition Secured Lenders herein shall be valid and perfected, as of the date of this Stipulation and Order, without the need for the execution or filing of any further document or instrument otherwise required to be executed or filed under applicable nonbankruptcy law. Notwithstanding that no documents need be executed or filed to create or perfect the liens and security interests granted hereunder, the Debtors, and their respective officers and agents on their behalf, are hereby directed to execute and deliver such further documents as the Prepetition Secured Lenders may request to evidence and give notice of the liens granted hereunder.

3. On or before the tenth (10th) day of each calendar month, the Debtors shall make payment to the Prepetition Agent and the Prepetition Secured Lenders of all reasonable fees and expenses payable under the Prepetition Credit Agreement, billed to the Debtors on or before the last day of the prior calendar month, including, without limitation, the reasonable fees and disbursements of counsel, financial advisors and consultants.

4. Notwithstanding any terms and provisions of the Stipulation and Order to the contrary, the Debtors may only

use the Cash Collateral in accordance with the Budget.

5. The terms and provisions of this Stipulation and Order shall be binding upon the Debtors and their successors and assigns, including, but not limited to, any trustee appointed in these chapter 11 cases, in any superseding cases or any cases related hereto, and shall survive to the benefit of the Prepetition Secured Lenders.

6. The Prepetition Agent and any successor agents of the Prepetition Secured Lenders shall be given access to the books, records, and documents of the Debtors and their affiliates during normal business hours and without interfering with the Debtors' operations, including, without limitation, the following: check registers (general disbursements, other disbursements), general ledgers, journal entries, payroll journals, cash activity reports, aged accounts receivable, aged accounts payable, bank reconciliations, canceled checks, bank debit and credit advices, bank statements, leases, and contracts.

7. The Debtors shall provide to the Prepetition Secured Lenders the following reports and information: (i) all documentation and reports, including monthly operating statements, required under the Postpetition Credit Agreement, (ii) such other information that the Prepetition Secured Lenders may from time to time reasonably request, and (iii) any documents or information provided to any creditors' committee that may be appointed in these chapter 11 cases.

8. The automatic stay imposed by section 362 of the Bankruptcy Code shall be, and hereby is, lifted and vacated to the extent necessary, if any, to authorize any payment hereunder and to implement and effectuate the terms and conditions of this Stipulation and Order. The automatic stay, in all other respects, shall remain in effect during the pendency of these chapter 11 cases including the stay against the enforcement by the Prepetition Secured Lenders of their claims, pending further order of the Bankruptcy Court.

9. The authority of the Debtors to use Cash Collateral shall terminate on the earlier to occur of (i) date of termination of the Postpetition Credit Agreement (as established thereunder) and (ii) an Event of Default.

10. Each of the following shall constitute an Event of Default: (a) entry of an order converting one or more of the Debtors' chapter 11 cases to a case under chapter 7 of the Bankruptcy Code which order is not stayed within ten (10) calendar days of the entry thereof, (b) entry of an order dismissing one or more of the Debtors' chapter 11 cases which order is not stayed within ten (10) calendar days thereof, (c) failure of the Debtors to comply with any material terms, conditions, or covenants contained in this Stipulation and Order, the Prepetition Credit Agreement (as modified herein), or the Postpetition Credit Agreement; and (d) any Event of Default under the terms of the Postpetition Credit Agreement (as such term is defined in the Postpetition Credit

Agreement).

11. Upon the occurrence and during the continuance of an Event of Default, the Debtors shall immediately cease using Cash Collateral, and shall segregate and hold such Cash Collateral for the benefit of the Prepetition Secured Lenders, subject to further order of the Bankruptcy Court.

12. The Debtors are authorized and directed to perform all acts and execute and comply with the terms of such other documents, instruments, and agreements necessary to effectuate the terms and conditions of this Stipulation and Order.

13. Nothing contained herein or in the Budget shall prejudice the Prepetition Secured Lenders or the Debtors with respect to any contested matter involving relief from the automatic stay, appointment of a trustee or examiner, the assumption or rejection of executory contracts, dismissal of the chapter 11 cases, or with respect to any other matter whatsoever. This Stipulation and Order shall in no way limit the rights of the Prepetition Secured Lenders to seek other or additional adequate protection, to seek relief from the automatic stay, or to take any action in the Debtors' chapter 11 cases.

14. Having been found to have acted in good faith in agreeing to the terms hereof, the Prepetition Agent and the Prepetition Secured Lenders shall be entitled to the full

protection of Bankruptcy Code § 364(e) with respect to the Debtors' grant of the Adequate Protection Liens created or authorized by this Stipulation and Order in the event that this Stipulation and Order or any authorization contained herein is stayed, vacated, reversed or modified on appeal. Any stay, modification, reversal or vacation of this Stipulation and Order shall not affect the validity of any obligation of the Debtors to the Prepetition Agent or Prepetition Secured Lenders incurred pursuant to this Stipulation and Order. Notwithstanding any such stay, modification, reversal or vacation, all uses of the Cash Collateral and all Adequate Protection Obligations incurred by the Debtors pursuant hereto prior to written notice to the Prepetition Agent of the effective date of such stay, modification, reversal or vacation, shall be governed in all respects by the original provisions hereof and the Prepetition Agent and Prepetition Secured Lenders shall be entitled to all the rights, privileges and benefits, including without limitation, the Adequate Protection Liens granted herein.

15. Nothing in this Stipulation and Order shall terminate, diminish, or otherwise affect in any way the rights or interests of any person with respect to any property of the Debtors to the extent such rights or interests in such property are (i) created pursuant to any applicable law, (ii) accorded by such law a priority equal or senior to that of any right or interest in such property asserted by the Prepetition

Secured Lenders or their affiliates, and (iii) not subject to avoidance pursuant to section 545 or any other provision of the Bankruptcy Code.

16. The Debtors shall serve a copy of this Stipulation and Order upon any committee of creditors once appointed in these chapter 11 cases, the twenty (20) largest creditors included on the lists filed pursuant to Federal Rule of Bankruptcy Procedure 1007(d), any party that has requested notice in the cases, and the United States Trustee by first class mail, postage pre-paid. Any objections to the continued effectiveness of this Stipulation and Order shall be in writing and shall be filed with the Court and served by overnight mail service on (a) Skadden, Arps, Slate, Meagher & Flom (Illinois), counsel to the Debtors, 333 West Wacker Drive, Chicago, Illinois 60606, Attn: David S. Kurtz, Esq., (b) Lionel Sawyer & Collins, co-counsel to the Debtors, 1100 Bank of America Plaza, 50 W. Liberty St., Reno, Nevada 89501, Attn: Jennifer A. Smith, Esq., (c) Weil, Gotshal & Manges LLP, counsel to the Prepetition Secured Lenders, 767 Fifth Avenue, New York, New York 10153, Attn: Harvey R. Miller, Esq. and Marcia L. Goldstein, Esq., (d) Belding, Harris & Petroni, Ltd., co-counsel to the Prepetition Secured Lenders, 417 West Plumb Lane, Reno, Nevada 89509, Attn: Stephen R. Harris, Esq., and (f) the United States Trustee, Reno, Nevada 89509, 300 Booth Street, Attn: Nicholas Strozza, Esq. within fifteen (15) days of the mailing of a copy of this Stipulation and Order.

If an objection is timely filed and served, a final hearing will be held on JUNE 13, 2001 at 9:30 a - .m., as the same may be continued or adjourned by the Bankruptcy Court, in Room 1109, 300 Booth Street, Reno, Nevada 89509 (the "Final Hearing"). Such notice shall constitute adequate and sufficient notice.

17. If no objection is timely filed and served, the Bankruptcy Court may enter an order continuing this Stipulation and Order as a final order without conducting the Final Hearing.

Dated: May _____, 2001
Reno, Nevada

WASHINGTON GROUP
INTERNATIONAL, INC., et
al., as Debtors and Debtors
in Possession

By: _____

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent and
Collateral Agent

By: _____

AGREED AND ACCEPTED:

By: _____

LIONEL SAWYER & COLLINS
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" and "

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IT IS SO ORDERED this 15th day of May, 2001


HONORABLE GREGG W. ZIVE
UNITED STATES BANKRUPTCY JUDGE